dependent, sued under the Employers' Liability Act of New Jersey. P. L. 1911, p. 136. *Held*, that the accident did not arise in the course of the employment. *Colucci* v. *Edison Cement Co.*, 111 Atl. 4 (N. J.).

Definitions of the words "in the course of the employment" have varied. See BRADBURY, WORKMEN'S COMPENSATION, 3 ed., c. 13. It is settled that employment includes more than the hours for which wages are paid. *Sharp* v. *Johnson*, [1905] 2 K. B. 139. An employee who remains to eat lunch on the premises, from choice, is not out of the course of his employment merely because he draws no pay. *Blovelt* v. *Sawyer*, [1904] 1 K. B. 271. The broader view is that anyone doing at the place of work what might reasonably be expected is in the course of his employment. See *Moore* v. *Manchester Liners*, [1910] A. C. 498, 500. See Francis H. Bohlen, "A Problem in the Drafting of Workmen's Compensation Acts," 25 HARV. L. REV. 401, 406. If a man is employed to keep awake, *e. g.*, as a watchman, sleeping is an abandonment of the work. *Gifford* v. *Patterson*, 222 N. Y. 4. Otherwise, going to sleep during the work does not *per se* break the course of the employment. *Dixon* v. *Andrews*, 91 N. J. L. 373, 103 Atl. 410. The court distinguishes the principal case in that deceased, like the watchman in *Gifford* v. *Patterson*, abandoned his work. But if resting upon the premises was an incident to the work, this distinction seems somewhat artificial.

PARENT AND CHILD — EMANCIPATION — EFFECT OF ENLISTMENT ON DUTY TO SUPPORT. — By a divorce decree the mother was awarded custody of a minor son. Shortly thereafter the son went back to live with the father. During this period he contracted for his services and disposed of his wages as he saw fit. He subsequently joined the marines with his father's consent but without the knowledge of his mother. The father was killed, and the son claimed under the workmen's compensation act as one whom the deceased was under a legal obligation to support. 1911 ILL. LAWS, 315. *Held*, that the claimant is not entitled to recover. *Iroquois Iron Co.* v. *Industrial Comm.*, 128 N. E. 289 (Ill.).

The father is under a legal duty to support his children. *Spenser* v. *Spenser*, 97 Minn. 56, 105 N. W. 483; see TIFFANY, PERSONS AND DOMESTIC RELATIONS, §§ 114, 115. Emancipation of a child able to support himself releases the father from this obligation. *Varney* v. *Young*, 11 Ver. 258. But award of custody to the mother does not destroy the father's duty to support the child. *Pretzinger* v. *Pretzinger*, 45 Ohio St. 452, 15 N. E. 471; see 2 BISHOP, MARRIAGE, DIVORCE AND SEPARATION, § 1223. Such an award, however, terminates all other parental rights of the father and transfers them to the mother. *Lee* v. *People*, 53 Colo. 507, 127 Pac. 1023; *Wilkinson* v. *Deming*, 80 Ill. 342. Consequently in the principal case, as emancipation would destroy the right of custody which had been awarded to the mother, she alone could emancipate and end the father's duty to support. The court overlooked this significant factor, but reached the correct result, as it seems there was emancipation by the mother. Enlistment with parental consent emancipates. *Baker* v. *Baker*, 41 Ver. 55; see also *Halliday* v. *Miller*, 29 W. Va. 424, 1 S. E. 821. Moreover, enlistment without consent seems to emancipate, at least until it is ended, as power to control is removed from the parent. *Com. ex rel. Engle* v. *Morris*, 1 Phila. 381; *Dean* v. *Oregon R. and Navigation Co.*, 44 Wash. 564, 87 Pac. 824. Even before the enlistment, however, emancipation by the mother is evident. Where a minor contracts on his own account for his services with the knowledge of his parent, emancipation is implied. *Rounds Bros.* v. *McDaniel*, 133 Ky. 669, 118 S. W. 956.

PHYSICIANS AND SURGEONS — LIABILITY OF PHYSICIAN FOR REVEALING CONFIDENTIAL INFORMATION REGARDING PATIENT OUT OF COURT. — The

defendant physician reasonably diagnosed the plaintiff's disease as syphilis. While later making a professional call upon the landlady of the hotel where the plaintiff lodged, the defendant warned her of the plaintiff's infection. Following his advice, the landlady forced the plaintiff to leave. He now sues the physician for damages flowing from the breach of duty in divulging a professional confidence. *Held*, that the plaintiff may not recover. *Simonsen* v. *Swenson*, 177 N. W. 831 (Neb.).

For a discussion of the principles involved in this case, see NOTES, p. 312, *supra*.

RELEASE — TITLE — EFFECT OF RELEASE OF CARRIER FOR LOSS OF BAGGAGE ON TITLE THEREOF — The defendant, a carrier, concluding that a trunk which the plaintiff had shipped had been lost, paid him $50, "in full release and satisfaction of any and all claims account of shipping." Shortly afterwards the trunk was found and the plaintiff demanded it. The defendant refused to deliver it unless it was repaid the $50, and the plaintiff brought action to recover possession of the trunk. *Held*, that the plaintiff can recover. *Roe* v. *American Ry. Express Co.*, 182 N. Y. Supp. 895.

The rights of the parties depend on the construction of the release. The universal principle for the construction of written instruments, including releases, is that the intention of the parties indicated by the whole writing governs. WALD'S POLLOCK ON CONTRACTS, 3 ed., 317. See *Texas and Pacific Ry. Co.* v. *Dashiell*, 198 U. S. 521. In this case two constructions were possible. If the parties intended a release of all demands, the plaintiff had no standing in court. See BACON'S ABR., tit. Release, I (1). His remedy would then be to have the release avoided for mutual mistake of fact. *Great Northern Ry. Co.* v. *Fowler*, 136 Fed. 118. However, the shipper may well have intended to release the carrier from liability for damage but to keep his right *in rem* for what it was worth. See *Betts* v. *Lee*, 5 Johns. (N. Y.) 348. Ordinarily in case of injury a carrier does not take title but merely pays damages for the injury. *Brand* v. *Weir*, 57 N. Y. Supp. 731. A judgment for less than full value does not pass title. *Barb* v. *Fish*, 8 Blackf. (Ind.) 481. Hence a settlement for less than full value should not pass title. The decision would seem correct, but the court might well have given more consideration to a case presenting facts apparently never before adjudicated.

SOVEREIGN — PROCEDURE — JOINDER OF ATTORNEY-GENERAL WHENEVER RIGHTS OF THE SOVEREIGN MAY BE AFFECTED. — The Crown granted land to a railway in fee simple. Later the Crown purported to grant a portion of this same land to a settler, and in this subsequent grant the Crown reserved to itself certain mineral and timber rights. The railway brings an action against the settler for a declaration that the Crown grant to him was inoperative, and asks an order joining the Attorney-General because of the Crown's interest. *Held*, that the Attorney-General be joined. *Esquimalt and Nanaimo Ry. Co.* v. *Wilson*, [1920] A. C. 358.

Had this been a suit against the Crown, a petition of right would have been necessary. *Taylor* v. *Attorney-General*, 8 Sim, 413. Similarly, in the United States, permission of the sovereign would have to be obtained. *Kansas* v. *United States*, 204 U. S. 331. But the fact that the sovereign has an interest will not necessarily make the suit one against the sovereign. The sovereign's rights may be only incidentally affected, as in the principal case. *Dyson* v. *Attorney-General*, [1911] 1 K. B. 410; *Wheeler* v. *City of Chicago*, 68 Fed. 526. But, because of the existence of such an interest, the sovereign should be represented, and the Attorney-General is the appropriate representative. *Hovenden* v. *Lord Annesley*, 2 Sch. & Lef. 607. He may be joined at the request of a party. *Ellis* v. *Duke of Bedford*, [1899] 1 Ch. 494; see *Dyson* v.